

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Benchmark Revenue Management, Inc.		01/17/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3549321	BENCHMARK REVENUE MANAGEMENT	
<b>Registration Number:</b>	3579321	BENCHMARK BACKOFFICE	
<b>Registration Number:</b>	3796354	BENCHMARK FRONTOFFICE	
<b>Registration Number:</b>	3292882	GPS HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
<b>Phone:</b>	(612) 492-6842		
<b>Email:</b>	ip.docket@dorsey.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M223834		

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**TRADEMARK**  
**REEL: 004701 FRAME: 0500**

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	01/20/2012
<b>Total Attachments: 4</b> source=Confirmatory Grant of Security Interest in Trademarks - Benchmark (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks - Benchmark (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks - Benchmark (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks - Benchmark (executed)-v1#page4.tif	

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of January 17, 2012, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement (the "Credit Agreement") dated as of January 17, 2012, by and among H & R Accounts, Inc., as borrower ("H&R"), the Lenders from time party thereto (the "Lenders") and U.S. Bank National Association as Administrative Agent for the Lenders, pursuant to which the Lenders have provided certain financial accommodations to H&R;

WHEREAS, the Grantor has guaranteed the Obligations of H&R under the Credit Agreement;

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.


(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**BENCHMARK REVENUE MANAGEMENT  
INC., a Delaware corporation**

By:   
Name: Moises Eilemberg  
Title: President, Chief Executive Officer and  
Treasurer

Confirmatory Grant of Security Interest in Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date
BENCHMARK REVENUE MANAGEMENT	3,549,321	23 Dec 2008
BENCHMARK BACKOFFICE	3,579,321	24 Feb 2009
BENCHMARK FRONTOFFICE	3,796,354	1 Jun 2010
GPS HEALTH	3,292,882	18 Sep 2007

*Exhibit A*